

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CENTRALNIC GROUP PLC,

Plaintiff,

COMPLAINT

-against-

Jury Demand

SIMON MILLS,
EMANCIPATION MEDIA LLC,
TAHOE VISTA HOLDINS, LLC,

Defendants.

-----X

Plaintiff CENTRALNIC GROUP PLC (“Plaintiff”) by and through its attorneys
Vik Pawar, Esq. and Stevan Lieberman, Esq. (pro hac vice application pending) hereby allege
the following:

PRELIMINARY STATEMENT

Plaintiff commences this lawsuit against defendants for breach of contract.

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction because of diversity jurisdiction pursuant to 28 U.S.C. § 1332. There is complete diversity and the amount in controversy exceeds \$75,000.
2. Venue is proper because this is the district upon which the claim arose.

PARTIES

3. Plaintiff is a foreign corporation with its principal place of business in Luxembourg, LUXEMBOURG.
4. Defendant Simon Mills (hereinafter “MILLS”) is a resident of New York County, City of New York, State of New York.

5. Upon information and belief defendant Emancipation Media, LLC (hereinafter “EM”) is a Florida corporation.

6. Upon information and belief defendant Tahoe Vista Holdings (hereinafter “TAHOE”).

FACTUAL BACKGROUND

7. In 2014, Plaintiff entered into an agreement to purchase assets with defendants MILLS and EM.

8. The agreement was to purchase the assets of Internet.BS.

9. Plaintiff is now the lawful owner of Internet.BS and its assets.

10. One such asset was a contract which required MILLS and EM to accept IBS payments for Internet.BS. MILLS and EM were to transfer the assets to plaintiff.

11. On or about 2017, MILLS and EM defaulted on the purchase agreement and refused to pay plaintiff a sum in excess of the amount of \$370,000.00.

12. MILLS is the sole owner of EM and TAHOE.

13. MILLS converted the funds due to plaintiff by transferring the funds through shell corporations and using funds owed to plaintiff for his personal use.

AS AND FOR THE FIRST CAUSE OF ACTION
(Breach of Contract)

14. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

15. The plaintiff and MILLS entered into an agreement.

16. MILLS agreed to collect money owed to plaintiff and keep a small percentage as his fee for the collection efforts.

17. MILLS collected the money lawfully owed to plaintiff.

18. However, MILLS never transferred the money to plaintiff as per the agreement.

19. MILLS breached the agreement by collecting money on behalf of plaintiff but keeping the funds for his own personal use.

20. As a result of this breach, plaintiff suffered financial and economic injuries.

AS AND FOR THE SECOND CAUSE OF ACTION
(Conversion)

21. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

22. Defendant MILLS collected money on behalf of the plaintiff.

23. However, instead of transferring the funds to plaintiff, MILLS kept the funds solely for his own use.

24. MILLS converted funds owed to plaintiff for his own use without any lawful purpose.

25. As a result of this unlawful conversion, plaintiff suffered injuries.

AS AND FOR THE THIRD CAUSE OF ACTION
(Fraud)

26. Plaintiff repeats and realleges the foregoing paragraphs as if fully set forth herein.

27. MILLS agreed with plaintiff that he would collect funds on behalf of plaintiff and transfer those funds minus a small percentage fee to plaintiff.

28. MILLS induced plaintiff into giving him permission to collect funds on plaintiff's behalf.

29. MILLS collected fund son behalf of plaintiff.

30. MILLS induced other entities to transfer the funds to him as a ruse of acting as an agent from plaintiff.

31. However, MILLS never transferred those funds to plaintiff.

32. MILLS kept the funds for his own use.

33. MILLS engaged in fraud and as a result plaintiff suffered injuries.

WHEREFORE, Plaintiff prays the Court Order the following relief:

- A. Enter a judgment against Simon Mills and Emancipation Media, LLC, jointly and severally, for \$370,000.00 on the first and second cause of action;
- B. Enter a judgment with treble damages on the third cause of action;
- C. An award of interest, costs and attorneys' fees incurred by plaintiff in prosecuting this action;
- D. Such other further relief as the Court may deem just and proper.

Respectfully,

/sVik Pawar
Vik Pawar (VP9101)
20 Vesey Street Suite 1410
New York, New York 10007
212 571 0805
www.pawarlaw.nyc

Greenberg & Lieberman, LLC
/s Stevan Lieberman
Pro Hac Vice Pending
1775 Eye St., NW Suite 1150,
Washington, D.C. 20006
202-625-7000